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Law was ignored in Green Taxi decision

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Law was ignored in Green Taxi decision

By DOUG MOODmissoulia.com | Posted: Friday, January 11, 2008 12:00 am | No Comments Posted

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The Missoulia recently published an editorial about the application that Green Taxi submitted to the Public Service Commission (Dec. 26). There is more to the story I would like to address.

At the Dec. 18 meeting of the commission, I presented a proposed order to the other four commissioners. That order would have denied Green Taxi the operating permit for which they applied. Interestingly, the commission could find nothing in the order's findings of fact they disagreed with. But in a stunning display of mental gymnastics, they decided to reverse the conclusions the findings clearly sustained and granted the application.

In considering the application submitted by Green Taxi, the Public Service Commission is obligated to follow the legal standards established by the Legislature and the courts. In their interpretation of the statutory language relevant to this application, the courts have established a four-part test that the application must meet, else the application will be denied. The evidence must demonstrate: 1. There is a public need; 2. Existing services are unable or unwilling to meet that need; 3. The granting of additional authority will not harm the existing transportation services, contrary to the public interest; 4. The applicant is able and fit to conduct transportation services.

An order from the commission will typically contain a summary of the evidence in the docket (the findings of fact) and then apply that evidence to the four-part test. If the evidence indicates that the answer to each standard, in order, is yes, then the application is granted. However, if at any point the answer is no, the application is denied. The Green Taxi application failed two parts of the test (Nos. 2 and 3).

The three-member majority on the commission decided to reverse the conclusion of the proposed order for two reasons. First, they felt that the testimony critical Yellow Cab's service was compelling. Second, even though the record clearly established harm would occur to Yellow Cab as a result of the issuance of a permit to Green Taxi, the Democratic majority dismissed that evidence as unimportant.

Sixteen witnesses testified relevant to Yellow Cab's lack of timeliness in response to requests for service in the past year. Testimony filed by Yellow Cab indicated that they provide services to about 72,000 fares (rides) a year. Those 16 complaints then represent 0.02 percent of the cab fares Yellow Cab recorded in that timeframe. Even if you assume that there are 20 times that many customers who have had problems with timeliness, that still amounts to less than

0.4 percent of the riders. Hardly compelling. Yellow Cab has been under its current management for 25 years. In that time they have probably provided around 1.8 million rides. Given the logistics of the cab business in a relatively small market, it seems totally unreasonable to hold Yellow Cab to a virtually zero tolerance for timeliness. Yet that was used as a basis for reversing the proposed order.

Furthermore, Yellow Cab has demonstrated that it is willing and able to respond to changes in the market and demands of its customers.

Both the applicant and Yellow Cab understood and agreed the majority of the business that Green Taxi is likely to capture will come directly from the business of Yellow Cab. So they both agreed that the applicant didn't meet test No. 3 of the four-part test given above.

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At the Dec. 18 work session, Commissioner Ken Toole stated that because the record showed that Yellow Cab had experienced losses in some recent annual financial reports, this made any financial harm that will occur as a result of granting the application, unimportant. This statement, besides being astounding in its implications, is both fatuous and piffling. This can hardly be what the courts had in mind when they granted the qualifying standard: "contrary to the public interest."

It is now highly likely that neither Green Taxi nor Yellow Cab will be able to turn a profit, threatening the viability of both.


The evidence makes it clear that the applicant, Green Taxi, failed to overcome two of the four standards in the test provided by the court. To ignore that is simply wrong. This nullification of the court's tests serves no one with the requisite equity.

If the commission or members of the public feel that the current law is not equitable or doesn't work, they should change the law through the process provided. The Legislature should take up the task. In fact, I would personally encourage that. To blatantly ignore and nullify the law because you don't like it is wrong. This commission should know better and this action frankly leaves me wondering.

Doug Mood is vice-chairman of the Montana Public Service Commission. He is the commissioner from District 4, which includes Missoula County, and president of the Western Conference of Public Service Commissioners. He has also served four terms in the Montana House of Representatives, two years as Speaker of the House (2003-2004).

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6:39 PM

11/12/12

Accrual Basis

YELLOW CAB INC. OF MISSOULA
Profit & Loss
 October 1, 2011 through October 1, 2012

	Oct 1, '11 - Oct 1, 12
Ordinary Income/Expense	
Income	1,500.00
Advertising Income	740,542.04
Cab Fares	45,590.14
Delivery	787,632.18
Total Income	787,632.18
Gross Profit	787,632.18
Expense	516.53
Lease equipment	1,800.00
Auto purchase	360.40
remodel expense	38.46
shop Maintenance	-1,500.00
New Equipment	-6.55
Refund	-32.39
Reconciliation Discrepancies	-5,000.00
Loan from Yellow Cab	1,150.00
Cart Expense	-95.09
Uncategorized Expenses	0.00
Payroll Account	
Payroll Expenses	-1,120.00
pay advance	14,220.75
Officer Salary	
Gross Wages	260,627.88
Driver Wages	87,676.84
Office/Admin. Wages	348,304.72
Total Gross Wages	12,166.92
Payroll Expenses - Other	373,572.39
Total Payroll Expenses	6,115.44
Advertising	
Depreciation Expense	10,412.72
Office Equipment Depreciation	325.68
Radio Equipment Depreciation	586.39
Vehicles Depreciation	23,430.91
Depreciation Expense - Other	34,755.70
Total Depreciation Expense	15,232.23
Dues and Subscriptions	101,560.18
Gas, Oil & Service	44,264.37
Insurance	
Interest & Bank Charges	11,763.35
Loan Interest	1,223.73
Bank Service Charges	12,823.12
Interest & Bank Charges - Other	25,810.20
Total Interest & Bank Charges	
Licenses and Fees	11.86
Vehicle Licenses	1,408.40
Licenses and Fees - Other	1,420.26
Total Licenses and Fees	
Miscellaneous	771.10
Penalties	100.00
Other Miscellaneous Expense	-19.38
Miscellaneous - Other	851.72
Total Miscellaneous	5,571.14
Office Supplies	
Payroll Taxes	23,118.95
FICA	813.30
FUTA	5,406.85
Medicare	

EXHIBIT**A**

6:39 PM
11/12/12
Accrual Basis

YELLOW CAB INC. OF MISSOULA
Profit & Loss
October 1, 2011 through October 1, 2012

	Oct 1, '11 - Oct 1, 12
SUI	
Company	3,367.93
Admin. Fund Tax	660.90
Total SUI	4,028.83
Workers' Compensation	23,891.78
Total Payroll Taxes	57,259.71
Professional Fees	
Accounting	1,700.00
Professional Fees - Other	500.00
Total Professional Fees	2,200.00
Rents	
Equipment purchase	0.00
Office Rent	31,000.00
Equipment Rental	483.18
Total Rents	31,483.18
Repairs	
Vehicle Repairs	27,989.59
Other Repairs & Maintenance	1,523.36
Total Repairs	29,512.95
Supplies & Parts	14,305.17
Taxes	
Consumer Counsel Tax	875.62
Taxes - Other	-2,778.46
Total Taxes	-1,902.84
Telephone	9,930.27
Utilities	11,365.17
Total Expense	760,538.60
Net Ordinary Income	27,093.58
Net Income	27,093.58

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TERMS AND CONDITIONS

UNITED STATES



Last Updated:

February 10,
2015

1. CONTRACTUAL RELATIONSHIP

These Terms of Use ("*Terms*") govern the access or use by you, an individual, from within the United States and its territories and possessions of applications, websites, content, products, and

services (the "*Services*") made available in the United States and its territories and possessions by Uber USA, LLC and its subsidiaries and affiliates (collectively, "*Uber*"). PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. In this Agreement, the words "including" and "include" mean "including, but not limited to."

Your access and use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Uber. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Uber may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Uber may amend the Terms related to the Services from time to time. Amendments will be effective upon Uber's posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in Uber's Privacy Policy located at <https://www.uber.com/legal/usa/privacy> (<https://www.uber.com/legal/usa/privacy>).

2. THE SERVICES

The Services constitute a technology platform that enables users of Uber's mobile applications or websites provided as part of the Services (each, an "*Application*") to arrange and schedule transportation and/or logistics services with third party providers of such services, including independent third party transportation providers and third party logistics providers under agreement with Uber or certain of Uber's subsidiaries ("*Third Party Providers*"). Unless otherwise agreed by Uber in a separate written agreement with you, the Services are made available solely for your personal, noncommercial use.

YOU ACKNOWLEDGE THAT UBER DOES NOT PROVIDE TRANSPORTATION OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION CARRIER. UBER'S SERVICES MAY BE USED BY YOU TO REQUEST AND SCHEDULE TRANSPORTATION OR LOGISTICS SERVICES WITH THIRD PARTY PROVIDERS, BUT YOU AGREE THAT UBER HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY TRANSPORTATION OR LOGISTICS PROVIDED TO YOU BY THIRD PARTY PROVIDERS THROUGH THE USE OF THE SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

UBER DOES NOT GUARANTEE THE SUITABILITY, SAFETY OR ABILITY OF THIRD PARTY PROVIDERS. IT IS SOLELY YOUR RESPONSIBILITY TO DETERMINE IF A THIRD PARTY PROVIDER WILL MEET YOUR NEEDS AND EXPECTATIONS. UBER WILL NOT PARTICIPATE IN DISPUTES BETWEEN YOU AND A THIRD PARTY PROVIDER. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU MAY BE EXPOSED TO

SITUATIONS INVOLVING THIRD PARTY PROVIDERS THAT ARE POTENTIALLY UNSAFE, OFFENSIVE, HARMFUL TO MINORS, OR OTHERWISE OBJECTIONABLE, AND THAT USE OF THIRD PARTY PROVIDERS ARRANGED OR SCHEDULED USING THE SERVICES IS AT YOUR OWN RISK AND JUDGMENT. UBER SHALL NOT HAVE ANY LIABILITY ARISING FROM OR IN ANY WAY RELATED TO YOUR TRANSACTIONS OR RELATIONSHIP WITH THIRD PARTY PROVIDERS.

LICENSE.

Subject to your compliance with these Terms, Uber grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial

use. Any rights not expressly granted herein are reserved by Uber and Uber's licensors.

RESTRICTIONS.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Uber; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain

The Services may be made available or accessed in connection with third-party services and content (including advertising) that Uber does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Uber does not endorse such third party services and content and in no event shall Uber be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited will be a third-party beneficiary to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third-party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is

subject to terms set forth in the applicable third-party beneficiary's terms of service.

OWNERSHIP.

The Services and all rights therein are and shall remain Uber's property or the property of Uber's licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Uber's company names, logos, product and service names, trademarks or services marks or those of Uber's licensor.

3. YOUR USE OF THE SERVICES

USER ACCOUNTS.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("*Account*"). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain

an Account. Account registration requires you to submit to Uber certain personal information, such as your name, address, mobile phone number and age, as well as at least one valid credit card. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired credit card on file, may result in your inability to access and use the Services or Uber's termination of this Agreement with you. You are responsible for all activity that occurs under your Account, and, as such, you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Uber in writing, you may only possess one Account.

USER REQUIREMENTS AND CONDUCT.

The Service is not available for use by persons under the age of 18. You may not authorize third

parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (*e.g.*, no transport of unlawful or hazardous materials). You will not in your use of the Services cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances Uber may require you to provide proof of identity to access or use the Services, and you agree that you may be denied access or use of the Services if you refuse to provide proof of identity.

TEXT MESSAGING.

By creating an Account, you agree that the Services may send you informational text (SMS)

messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Uber at any time by texting the word STOP to 89203 from the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

PROMOTIONAL CODES.

Uber may, in Uber's sole discretion, create promotional codes that may be redeemed for Account credit or other features or benefits related to a Third Party Provider's services, subject to terms that Uber establish on a per promotional code basis ("*Promo Codes*"). You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public, unless expressly permitted by Uber; (iii) may be disabled by Uber at any time for any reason without liability to Uber; (iv) may only be used

pursuant to the specific terms that Uber establish for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Uber reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Uber determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

USER PROVIDED CONTENT.

Uber may, in Uber's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Uber through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("*User Content*"). Any User Content provided by you remains your property. However,

by providing User Content to Uber, you grant Uber a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Uber's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that:

- (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Uber the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content

nor Uber's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Uber in its sole discretion, whether or not such material may be protected by law. Uber may, but shall not be obligated to, review, monitor, or remove User Content, at Uber's sole discretion and at any time and for any reason, without notice to you.

NETWORK ACCESS AND DEVICES.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled

device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Uber does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

4. PAYMENT

You understand that use of the Services may result in payments by you for the services you receive from a Third Party Provider ("*Charges*"). After you have received services obtained through your use of the Service, Uber will facilitate payment of the applicable Charges on behalf of the Third Party Provider, as such Third Party Provider's limited payment collection agent, using the preferred payment method designated in your Account, and will send you a receipt by email. Payment of the

Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Uber. You retain the right to request lower Charges from a Third Party Provider for services received by you from such Third Party Provider at the time you receive such services. Uber will respond accordingly to any request from a Third Party Provider to modify the Charges for a particular service.

All Charges are due immediately and payment will be facilitated by Uber using the preferred payment method designated in your Account. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Uber may, as the Third Party Provider's limited payment

collection agent, use a secondary payment method in your Account, if available.

Uber reserves the right to establish, remove and/or revise Charges for any or all aspects of the Services at any time in Uber's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas may increase substantially during times of high demand of the Services. Uber will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. Uber may from time to time provide certain users with promotional offers and discounts that may result in different Charges for the same or similar Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel

your request for Services from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee.

This payment structure is intended to fully compensate the Third Party Provider for the services provided. Except with respect to taxicab transportation services requested through the Application, Uber does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by Uber (on Uber's website, in the Application, or in Uber's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services provided is not intended to suggest that Uber provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who

provides you with services obtained through the Service, you are under no obligation to do so. Gratuities are voluntary. After you have received services obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider. In the event you feel unwelcome pressure to provide a gratuity, you may factor that experience into the rating or additional feedback you give.

REPAIR OR CLEANING FEES.

You shall be responsible for the cost of repair for damage to, or necessary cleaning of, Third Party Provider vehicles and property resulting from your use of the Services in excess of normal "*wear and tear*" damages and necessary cleaning ("*Repair or Cleaning*"). In the event that a Third Party Provider reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by Uber in Uber's reasonable discretion, Uber

reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Third Party Provider using your preferred payment method designated in your Account. Such amounts will be transferred by Uber to the applicable Third Party Provider and are non-refundable.

5. DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY

DISCLAIMER.

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." UBER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, UBER MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE

RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, OR AVAILABILITY OF THE SERVICES OR ANY GOODS OR SERVICES OBTAINED THROUGH THE USE OF THE SERVICES, OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE SERVICES, AND ANY THIRD PARTY GOOD OR SERVICES OBTAINED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

THIS DISCLAIMER DOES NOT ALTER YOUR RIGHTS AS A CONSUMER TO THE EXTENT NOT PERMITTED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

LIMITATION OF LIABILITY.

UBER SHALL NOT BE LIABLE TO YOU FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR

PROPERTY DAMAGE, EVEN IF UBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UBER SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES INCURRED BY YOU ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY THIRD PARTY PROVIDER, EVEN IF UBER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UBER SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND UBER'S REASONABLE CONTROL. YOU ACKNOWLEDGE THAT THIRD PARTY TRANSPORTATION PROVIDERS PROVIDING TRANSPORTATION SERVICES REQUESTED THROUGH UBERX MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL UBER'S TOTAL LIABILITY TO YOU

IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED FIVE HUNDRED U.S. DOLLARS (US \$500).

THESE LIMITATIONS DO NOT PURPORT TO LIMIT LIABILITY THAT CANNOT BE EXCLUDED UNDER THE LAW IN THE JURISDICTION OF YOUR PLACE OF RESIDENCE.

INDEMNITY.

You agree to indemnify and hold Uber and its officers, directors, employees and agents, harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Uber's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

6. DISPUTE RESOLUTION

ARBITRATION.

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "*Disputes*") will be settled by binding arbitration between you and Uber, except that each party retains the right to bring an individual action in small claims court and the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Uber are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and Uber otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not

otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

ARBITRATION RULES AND GOVERNING LAW.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "*AAA Rules*") then in effect, except as modified by this "Dispute Resolution" section. (The AAA Rules are available at www.adr.org/arb_med (http://www.adr.org/arb_med) or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

ARBITRATION PROCESS.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a form Demand for Arbitration at www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175 (http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_004175) and a separate form for California residents at www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822 (http://www.adr.org/aaa/ShowPDF?doc=ADRSTG_015822).) The arbitrator will be either a retired judge or an attorney licensed to practice law in the state of California and will be selected by the parties from the AAA's roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules.

ARBITRATION LOCATION AND PROCEDURE.

Unless you and Uber otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of documents you and Uber submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

ARBITRATOR'S DECISION.

The arbitrator will render an award within the time frame specified in the AAA Rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award.

Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator's award damages must be consistent with the terms of the "Limitation of Liability" section above as to the types and the amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant's individual claim. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses, to the extent provided under applicable law. Uber will not seek, and hereby waives all rights Uber may have under applicable law to recover, attorneys' fees and expenses if Uber prevail in arbitration.

FEES.

Your responsibility to pay any AAA filing, administrative and arbitrator fees will be solely as set forth in the AAA Rules. However, if your claim for

damages does not exceed \$75,000, Uber will pay all such fees unless the arbitrator finds that either the substance of your claim or the relief sought in your Demand for Arbitration was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

CHANGES.

Notwithstanding the provisions of the modification-related provisions above, if Uber changes this "Dispute Resolution" section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by providing Uber written notice of such rejection by mail or hand delivery to: Uber USA, LLC, Attn: Dispute Resolutions, 160 Greentree Drive, Suite 101, Dover, DE 19904, or by email from the email address associated with your Account to: change-dr@uber.com, within 30 days of the date such change became effective, as indicated in

the “Last update” date above. In order to be effective, the notice must include your full name and clearly indicate your intent to reject changes to this “Dispute Resolution” section. By rejecting changes, you are agreeing that you will arbitrate any Dispute between you and Uber in accordance with the provisions of this “Dispute Resolution” section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

7. OTHER PROVISIONS

CHOICE OF LAW.

These Terms are governed by and construed in accordance with the laws of the State of California, U.S.A., without giving effect to any conflict of law principles.

CLAIMS OF COPYRIGHT INFRINGEMENT.

Claims of copyright infringement should be sent to Uber’s designated agent. Please visit

Uber's web page at
<https://www.uber.com/legal/usa/copyright>
(<https://www.uber.com/legal/usa/copyright>)
for the designated address and
additional information.

NOTICE.

Uber may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent by first class mail or pre-paid post to your address in your Account. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Uber, with such notice deemed given when received by Uber, at any time by first class mail or pre-paid post to Uber USA, LLC, Attn: User Notices - Legal, 160 Greentree Drive, Suite 101, Dover, DE 19904.

GENERAL.

You may not assign these Terms without Uber's prior written approval. Uber may assign these Terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Uber's equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. No joint venture, partnership, employment, or agency relationship exists between you, Uber or any Third Party Provider as a result of this Agreement or use of the Services. If any provision of these Terms is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law. Uber's failure to enforce any right or provision in these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Uber in writing.

(/SIGN-UP)



(<https://www.facebook.com/uber>)



(<https://twitter.com/uber>)



(<http://www.linkedin.com/company/1815218>)



(<https://plus.google.com/112684473482252498171>)

HOME (/) • CITIES

(/CITIES) • DRIVE

([HTTPS://PARTNERS.UBER.COM/DRIVE](https://partners.uber.com/drive))

HELP CENTER

([HTTPS://HELP.UBER.COM](https://help.uber.com))

CAREERS (/JOBS) DEVELOPERS

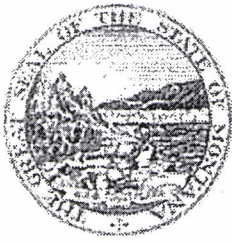
([HTTPS://DEVELOPER.UBER.COM](https://developer.uber.com))

BLOG ([HTTP://BLOG.UBER.COM](http://blog.uber.com))

ABOUT US (/ABOUT)

English ENGLISH





MONTANA PUBLIC SERVICE COMMISSION

1701 Prospect Avenue
PO Box 202601
Helena, MT 59620-2601
Telephone: 406-444-6199
FAX #: 406-444-7618
<http://www.psc.mt.gov>

Bill Gallagher, Chairman
Brad Molnar, Vice-Chairman
Gail Gutsche, Commissioner
Travis Kavulla, Commissioner
John Vincent, Commissioner

January 13, 2011

Dear Intrastate Motor Carriers,

The Commission has requested three pieces of legislation to be considered by the 2011 Legislature that will affect the regulation of motor carriers. The first two pieces of legislation are SB 139 and SB 140. Both of these bills are currently scheduled for hearing on January 18, 2011 at 3:00 PM in Room 405 of the Capitol Building. The third piece of legislation, LC 1089 is currently in the drafting process. You can check the status of the hearing and monitor the bills as they progress through the Legislature on-line at: [http://laws.leg.mt.gov/laws11/law0203w\\$.startup](http://laws.leg.mt.gov/laws11/law0203w$.startup).

You should be aware other bills may be considered by the Legislature that affects the regulation of motor carriers. The other bills may also be viewed on-line.

Finally, I would encourage you to attend the legislative hearings to voice your support or concerns as enactment of the bills into law may impact your business. A brief description of each bill or bill draft is attached. If you have any questions related to the bills or bill draft requested by the Commission, please do not hesitate to contact me at edahlgren@mt.gov or (406) 444-6186.

Sincerely,

A handwritten signature in cursive script, reading "Eric Dahlgren".

Eric Dahlgren
Chief,
Engineering, Transportation and Pipeline Safety Bureau

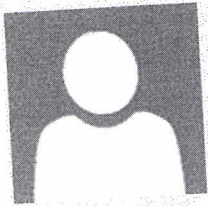
jim anderson (target@bresnan.net)

Add to contacts

1/14/13

To: yellowcabmissoula@live.com

Show this message...



From: **jim anderson** (target@bresnan.net)
Sent: Mon 1/14/13 1:03 PM
To: yellowcabmissoula@live.com

Rep-rehensible

I drive a taxi in Missoula. Early one morning Rep. Ellie Hill requested a cab to take her to the airport. She asked that the taxi show up at a certain time that morning. I arrived 7 minutes early.

I waited a couple of minutes, then called my boss to make sure I had the right address. He said yes, and that he would call the customer (Rep. Ellie Hill) and let her know that I was outside her door. She said she would be out in a couple of minutes. She finally showed up 16 minutes later and she asked me to be a "world record cab" and get her to the air port. I told her "I can only do what I can do."

As I approached West Broadway via Orange St., Rep. Hill asked me to take the freeway as she thought that would be faster. (At that early hour in the morning the traffic is not an issue and my route would be more time efficient than the route she asked me to take.) I told her I had not been authorized to take the freeway at that time and I proceeded on W. Broadway. She got upset and called my boss to complain.

As Rep. Hill spoke to my boss on her cell phone she, for the second time, declared that she was a legislator. I guess she wanted to impress us or something? Then she threatened my boss by saying she would see about getting

